

Appendix C – Standard Agreement and Software Licensing Terms*

I. CHARGES.

A. Wireless Service Charges.

1. **Monthly Recurring Charges (“MRC”).** If Customer selects a Business Plan with included minutes, Sprint will bill for voice Wireless Services based on the MRC, plus charge for voice usage beyond the included minutes by multiplying the excess minutes by the applicable overcharge rate.
2. **Usage Charges**
 - a. **General.** Depending on the Business Plan selected, Customer may incur usage charges based on how, when and where Customer uses the Services, including wireless voice calls, push-to-talk services such as Sprint PCS Ready Link, Local Walkie-Talkie, Nationwide Walkie-Talkie, International Walkie-Talkie, Group Walkie-Talkie, TalkgroupSM, Mobile Messaging, or Wireless Data Services.
 - b. **Voice Call Services.** For push-to-talk services, voice call connections begin when Customer presses the button to initiate an outgoing call or the phone starts ringing for an incoming call and ends when the first party terminates the call. Otherwise, Customer's call usage is calculated from the time Customer initiates contact with the Network until the Network connection is broken or dropped, whether or not the actual connection to the intended recipient of the call or data transmission is successful. Customer is responsible for incoming and outgoing call charges on calls that are answered. Circuit-switched calls taking place on Wireless Data Services devices, including Sprint PCS Vision-capable devices, that do not have voice plans associated with them will incur a per minute charge.
3. **Sprint PCS Vision Data Usage.** Sprint PCS Vision Packs include unlimited Vision usage, unless otherwise noted. For the Customers that do not include Unlimited Vision Usage, data usage is calculated on a per kilobyte basis, rather than by minutes of airtime used, even for certain third generation voice services. Data usage is rounded up to the next whole kilobyte and kilobyte usage charges are rounded up to the next full cent. Rounding up occurs at the end of each separate session or each clock hour (at the top of each hour), if the session spans more than 1 clock hour. Customer's invoice will not separately identify the number of kilobytes attributable to Customer's use of specific sites, sessions or services used. When traveling on the Network, a data session may end when moving between coverage areas and a new data session initiated, although no interruption to the actual data session will occur. Customer may be charged for data exchanges initiated by other Internet users as well as those Customer initiates. Estimates of data usage, for example, the size of downloadable files, will vary from actual use. Customer will be charged for additional data used in transporting and routing on the Network and for partial or interrupted data downloads and re-sent data, as well as unsuccessful attempts to reach Web sites and use other applications and services, including those resulting from dropped network connections.
4. **Long Distance/Special Services.** Customer may incur long distance charges (including international calling) or other charges for calls to 800, 866, 877, 888 and other toll-free numbers on Business Plans that do not include long distance. Customer may also incur charges for special Services such as 411, operator-assisted calls or call-forwarding. Unlimited Sprint PCS Ready Link Connections on the Nationwide Sprint PCS Network do not incur long distance charges.
5. **Push-to-Talk Services**
 - a. **Airtime Charges.** Airtime charges apply to connections using a push-to-talk service for the entire period of time the transmission is connected to the Network. Airtime minutes under Customer's wireless calling plan may be used in connection with certain Wireless Data Services.
 - b. **Calculation of Nextel Services Airtime Charges.** Customer will be charged a minimum of one (1) minute of airtime for all wireless calls and a six (6) second minimum for all push-to-talk transmissions on the Nextel National Network. A push-to-talk transmission begins approximately when Customer presses the button to initiate a transmission and ends approximately six (6) seconds after completion of a communication (i.e., when Customer or another participant releases the button) to which no participant responds. Customer initiates a new transmission if Customer responds more than six (6) seconds after another participant completes a communication. Airtime charges for push-to-talk calls are charged to the party that initiates the transmission and, unless a rate plan includes unlimited transmissions or access, are calculated by multiplying the duration of the transmission (including the six (6) second period referred to above) by the applicable rate and

the number of participants. After six (6) seconds, push-to-talk airtime is rounded up to the next second. After the first minute, airtime charges for wireless voice calls are rounded-up to the next second or to the next minute, depending on Customer's Business Plan. Nationwide, International, and Group Walkie-Talkie and TalkgroupSM calls use the Local Walkie-Talkie minutes in Customer's plan and incur additional access and overage rate charges. Sprint does not charge for sending or receiving call alert transmissions ("Call Alerts"), but Customer will initiate a new push-to-talk call if Customer responds to a Call Alert, even if responding within six (6) seconds of receiving the alert.

6. **Text and Numeric Messaging/Wireless Data.** Text and numeric messaging are charged on a per message basis; unless Customer has purchased a block of messages at a fixed monthly price. With block pricing, Sprint will charge at the per message rate for each message that exceeds Customer's selected block. Depending on the Business Plan, Sprint may charge Customer per kilobyte for Customer's use of Wireless Data Services, including but not limited to browsing the Internet, accessing applications and reading or responding to email. Data usage for Wireless Data Services is rounded to the nearest one-tenth (1/10) of a kilobyte.
7. **Roaming Charges.** Calls made while off the applicable Network may, depending on Customer's Business Plan, incur separate Roaming charges. Domestic Roaming rates are set out in the Customer's pricing attachment. International Roaming rates will vary. There may be delays in invoicing Roaming charges due to the practices of the roaming service provider. Active Units may use up to 50% of their monthly usage for Domestic Roaming. If Domestic Roaming exceeds the 50% threshold or exceeds allocated roaming minutes in certain markets, Sprint may terminate the Wireless Service to the Active Unit, transfer the Active Unit to another Business Plan, or charge the Active Unit at the applicable Roaming rate for the excess. Roaming minutes may not be shared and are not available with single-band or digital mode only Active Units.
8. **Upgrade Charges.** If an Active Unit changes devices using Sprint Wireless Products and Services during the Term, Sprint may charge an upgrade charge per Active Unit changed.
9. **Title.** Title will pass to Customer upon Sprint's receipt of payment in full for the Products.
10. **Inspection.** Nonconforming Products not returned to Sprint within 30 days of receipt will be deemed accepted. Customer may reject Products that are visibly damaged or defective on the basis of a sample inspection. Any shipment with visible damage may, at Customer's option, be refused. Sprint will pay all reasonable ground transportation freight charges associated with those returns.
11. **Returns After Delivery.** Complete, new, and undamaged Products, with original proof of purchase, may be returned to Sprint at Customer's expense within 30 days after purchase (or as provided under state law) for a full refund of the original Product purchase price (excluding Service charges, taxes, fees and surcharges). Sprint may change the return policy from time to time without notice and the policy may not apply to certain Products. All accessories, hardware, materials, and package inserts that came with the Product in the original box must be returned along with the Product. Customer must also include a copy of Customer's receipt. Customer may call Sprint Customer Care or contact its Sprint Account Representative for a return kit. Sprint cannot exchange Products through Sprint's Internet site. Sprint will credit Customer's account for the original purchase after receipt of the returned Product.

B. Business Plans.

1. **Rates and Discounts.** Customer will pay Sprint the rates and charges for Products and Services as set forth in this Agreement. The wireless Business Plans and discounts identified in the pricing Attachments will remain fixed for the Term (unless stated otherwise in the applicable Attachment). Rates and charges not fixed in this Agreement will be based on then-current pricing at the time of usage. If pricing is shown in the Agreement only as a percentage discount off a separately disclosed rate, the percentage discount is fixed for the Term.
2. **Trial Offers.** If Customer receives a promotional Sprint Service or Service option for a limited trial period at a reduced or waived cost, Customer must contact Sprint before the end of the billing period after expiration of the trial period to discontinue the promotional Service to avoid charges.
3. **New Business Plans.** If Customer is eligible for and selects a new Business Plan not specified in this Agreement, Customer's discount in this Agreement will apply to the new Plan.
4. **Promotions.** Business Plan pricing in the Agreement reflects gross pricing before application of promotions, special offers (if applicable) or other discounts, including any applicable volume discount and may not apply if a third party sales agent is involved in the transaction in any way. Sprint promotional discounts or limited time offers may not be available with certain Business Plans, at Sprint's sole discretion. If Customer purchases a promotional Product or Service, the promotional terms will

control over any conflicting terms in this Agreement for that Product or Service until the promotion expires or is withdrawn.

- C. Credits for Redialed Calls.** Sprint will provide Customer with an airtime credit of one (1) minute for a call on a Customer that is: (a) placed while in an area covered by a Sprint Network, (b) disconnected, and, (c) redialed within one (1) minute of disconnection. Customer must contact Sprint Wireless Customer Solutions within 24 hours of the disconnection and request credit for the call through the interactive voice response unit. If the interactive voice response unit is not available, Customer may call Sprint Wireless Customer Solutions to speak directly with a representative.

D. Wireless Service Options.

- 1. Push-To-Talk Voice Services.** "Push-to-talk Services" refers generally to both Sprint PCS Ready Link on the Nationwide Sprint PCS Network and Local Walkie-Talkie, Nationwide Walkie-Talkie, International Walkie-Talkie, Group Walkie-Talkie, and TalkgroupSM on the Nextel National Network. Push-to-talk Services require push-to-talk enabled phones on both the originating and receiving ends of the call. Push-to-talk calls may not work simultaneously with a voice call or with all types of Wireless Data transmissions from the same push-to-talk phone.
- 2. Walkie-Talkie.** "Walkie-Talkie Calling" means calls made from one Walkie-Talkie enabled Active Unit on the Nextel National Network to another Walkie-Talkie enabled Active Unit on the same network. Walkie-Talkie enabled wireless devices support Local Walkie-Talkie. Select Walkie-Talkie enabled devices support Nationwide, International, and Group Walkie-Talkie, and TalkgroupSM calls. The number of Walkie-Talkie minutes included and the applicable overage rates vary by Business Plan. Walkie-Talkie options are available as an add-on for an additional charge, if not already included in Customer's Business Plan. To use any of the Walkie-Talkie or TalkgroupSM features, Customer must have a Business Plan that supports Local Walkie-Talkie minutes. Nationwide, International and Group Walkie-Talkie and TalkgroupSM minutes of use are deducted from Local Walkie-Talkie minutes when included in Customer's Business Plan unless Customer's Business Plan includes no Local Walkie-Talkie minutes or unlimited Local Walkie-Talkie minutes.
- 3. Sprint Free Incoming Minute Plans.** Sprint Free Incoming Minute Plans apply only to calls received in the United States. Incoming call minutes are not free while Roaming, unless covered under a Roaming option selected by Customer.
- 4. Sprint Mobile-To-Mobile Calling Option.** "Sprint Mobile-to-Mobile Calling" means calls from one Customer Active Unit on either the Nationwide Sprint PCS Network or the Nextel National Network to another Customer Active Unit on either Network. With this option, Customer may use an unlimited number of minutes each month to make or receive calls on both Sprint Networks between Sprint PCS and Nextel phones, except for Nextel phones in some affiliate and partner markets. Sprint Mobile-to-Mobile calls made from or received on a Customer Active Unit that is on a Sprint Network will use the Sprint Mobile-to-Mobile calling minutes and will not use Anytime Minutes. Sprint Mobile-to-Mobile calls made from or received on a Sprint PCS Product that is off the Network or in a non-participating affiliate or partner territory will be treated as Roaming. Roaming charges may apply depending on the applicable Business Plan. Sprint Mobile-to-Mobile Calling is not available for calls made to check voicemail, obtain directory assistance, or through other indirect calling methods. If one user has a plan with Sprint Mobile-to-Mobile calling and the other does not, the user with the Sprint Mobile-to-Mobile Calling will use this feature, while the other user's use is subject to the terms of that user's Business Plan.
- 5. Shared Minutes.** Customer must have a minimum of 3 Customer Active Units sharing to be eligible for the Shared Minutes option. All Customer Active Units using this option must subscribe to an eligible voice Business Plan. After all Anytime Minutes in the pooled Business Plans are exhausted, each Customer Active Unit's additional airtime minutes are billed at the overage rate defined in the associated Business Plan. Shared Minutes only allows pooling of Anytime Minutes, and is not available for data Business Plans. Shared Minutes are not available with all voice Business Plans.
- 6. Voice Command.** The Voice Command option, which allows users to dial calls using verbal commands, is not available while roaming off the Nationwide Sprint PCS Network. Calls to 911 or similar emergency numbers cannot be placed through Voice Command, but Customer may still call 911 through manual dialing. Airtime and applicable long distance charges begin when the TALK or similar key is pressed.
- 7. Roadside Rescue.** The Roadside Rescue option for Sprint PCS Services requires Customer to be with a vehicle and have its Sprint PCS phone at the time of service. Customer is limited to four (4) calls per program year (starts when service is added to Customer's account). Customer must allow

approximately 72 hours to provision service. This option covers light passenger cars and trucks, but excludes RVs, motorcycles, boats, trailers, limousines, taxis and commercial or heavy-duty vehicles. This is not a reimbursement service and is not valid when operating a vehicle off-road. Services are provided by AAA, AAA clubs, CAA clubs and, in California, the National Automobile Club. Sprint is not a motor club.

8. **Insurance.** Customer may purchase insurance to protect against loss, theft, or damage involving Customer's Wireless Products. Coverage may not be available for all Products and may involve a per claim deductible. Enhanced warranty coverage is available on some Products. Insurance is provided by third party insurers and not by Sprint. If Customer selects coverage, Sprint will charge Customer a monthly premium per covered Product, and Sprint will remit the premiums to the third party insurer on Customer's behalf. Claims must be submitted directly to the third party insurer. Terms of insurance coverage are available at the point of sale or in subsequent communications.
 9. **Add-a-Phone.** Add-a-Phone allows Customers to add Customer Active Units on the Nationwide Sprint PCS® Network or the Nextel National Network to a voice Business Plan. With this option, Customers using CDMA technology may add Active Units to the Nationwide Sprint PCS® Network and Customers using iDEN technology may add Active Units to the Nextel National Network. Customers must have a minimum of one (1) Active Unit with a voice Business Plan that includes Anytime Minutes to qualify for this option. All Active Units using this option must subscribe to a voice Business Plan with a minimum one (1) year term. Certain features such as Sprint Mobile-to-Mobile Calling may not be included based on the voice Business Plan that a Customer selects. The Add-a-Phone option is not available with all voice Business Plans.
 10. **Mobile Broadband/EVDO.** "Mobile Broadband" means wireless high-speed data solutions and Services provided over the Sprint Power Vision Network (using CDMA technology) in certain coverage areas of 219 metropolitan areas. To use this option, Customers must have an EV-DO compatible wireless device and subscribe to a Mobile Broadband data plan. Access to the Sprint Power Vision Network requires installation of the Sprint Connection Manager software or Mac OS update for Macintosh. Mobile Broadband rates may vary depending on the coverage area. Coverage is not available in all areas.
- E. **WIRELESS DATA SERVICES. Wireless Data Services Defined.** Wireless Data Services include applications such as email, data, information and other wireless Internet services (the "Applications"). Certain Applications offered by Sprint or authorized third parties may be compatible with Sprint Wireless Products and Sprint Wireless Services.
1. **Compatibility of Third Party Products or Applications.** Sprint does not guarantee compatibility of third party Products or Applications with any Sprint Wireless Products or Services. Compatibility or notice from Sprint of compatibility should not be construed as an endorsement of a third party Product or Application or a commitment by Sprint that the Product or Application will continue to be compatible with Sprint Products or Services. Unless otherwise stated in this Agreement, Sprint may, in its sole discretion, disable or discontinue any third party Product or Application for any reason at any time. Use of Wireless Data Services is subject to any storage, memory or other Product limitation.
 2. **Use of Wireless Data Services.** Sprint Wireless Data Services may be used only with mobile clients for Internet/intranet access and Internet email via a standard HTML browser. Wireless Data Services may also be used with software for proxy applications, for dispatch applications, for POP3 email access, and for other uses specifically approved by Sprint. Sprint reserves the right to limit or suspend any heavy, continuous data usage that is adversely impacting Sprint's network performance or hindering access to Sprint's network. For devices that allow multiple users to share one connection and subscription, the wireless performance may degrade as more users are added to the single device. Wireless network speeds (including, but not limited to data delivery and latency rates) are estimates based on averages. Actual performance may vary and no minimum speed is guaranteed. Customer may not receive incoming voice calls or Push-to-talk Services (including Sprint Business Connection) while using Sprint Wireless Data Services, such as Sprint PCS Vision. Sprint Wireless Data Services may not be available when Roaming and are not currently available in certain portions of select market areas within the Sprint Networks. Customer acknowledges that use of certain Sprint Wireless Data Services, including some messaging services, can result in the disclosure to third parties of the user's email address and other information in connection with the user's Internet usage. As a result, Customer may receive advertising, warnings, alerts and other messages, including broadcast messages.
 3. **Premium Services.** Access to and downloading of Premium Services is not included in the pricing in this Agreement. Even if Customer's Business Plan includes "unlimited" kilobytes of data, Customer must still pay all charges associated with access or use of Premium Services. Charges for Premium

Services will be specified at the time of access or available at www.sprint.com. Data usage charges also apply to and are separate from charges for Premium Services. Certain Customer Active Units may be blocked from or otherwise unable to use Premium Services provided by third-party content providers. In certain instances, subject to the terms of the content purchased, Sprint may delete Premium and non-Premium items downloaded to storage areas controlled by Sprint, including any pictures, games and other content. Pictures downloaded to any Sprint-maintained storage area may be deleted after 30 days. Sprint may impose a dollar or other limit on Customer's use of Premium Services in a specific timeframe (month, week, day, or other time period) based on Customer's credit.

F. Service Usage Policies.

1. **Telephone Numbers And Portability.** Sprint may change the telephone numbers assigned to each Customer Active Unit with reasonable prior notice for commercial reasons, such as fraud prevention, regulatory requirements, and area code changes. Customers do not have any right of possession or title to any number, e-mail address or other identifier Sprint may assign to Customer's Wireless Products or accounts. Customer may not modify, change or transfer any of these identifiers except as Sprint allows or as allowed for by law. Sprint will comply with any FCC-issued regulations that require Sprint to allow Customer to retain its assigned telephone numbers upon switching wireless service to another carrier. Before a telephone number previously used with another carrier can be used on a Sprint Network, Customer must provide information about the account with the other carrier (account name, account number, address, and social security number or tax identification number) and purchase Sprint Wireless Products from Sprint. Until the port from the previous carrier is successful, the Sprint Wireless Product will only be able to call 911 and Sprint Customer Care. Once the port is completed, Customer's old device will no longer work. **However, due to system limitations and issues outside Sprint's control, some requests to port a telephone number from another carrier to Sprint, or from Sprint to another carrier, may not be successful.** If a transfer to Sprint is not successful, Customer may return any Sprint Wireless Products within the return period to receive a credit, and Customer will lose or repay Sprint for any discounts or service credits provided with a returned Sprint Wireless Product or cancelled Service. If Customer transfers a number to another carrier before the end of any minimum term commitment, Customer may be subject to early termination fees.
2. **Lost or Stolen Wireless Product Policy.** If Customer's Sprint Wireless Product is lost or stolen, Customer must promptly notify Sprint Customer Service to deactivate the Product. Customer is responsible for all service charges associated with the Sprint Wireless Product before Customer notifies Sprint of the loss or theft. Sprint may require that Customer provide evidence of the loss or theft (e.g., a police report or affidavit). If the Sprint Wireless Product is later found, Sprint may require Customer to exchange the Sprint Wireless Product for another Sprint Wireless Product before reactivating Sprint Wireless Service and, in such cases, Sprint will provide a replacement Sprint Wireless Product of similar quality at Sprint's expense.
3. **Fraud Policy.** Customer will immediately notify Sprint's Customer Care department of any suspected fraudulent use of Products or Services. Customer will cooperate with Sprint in the investigation of the incident. Sprint will attempt to contact Customer before interrupting Services in the case of suspected fraud.

II. WARRANTIES.

- A. EXCEPT AS, AND THEN ONLY TO THE EXTENT, EXPRESSLY PROVIDED IN THIS AGREEMENT OR THE APPLICABLE SERVICE LEVEL AGREEMENT, PRODUCTS AND SERVICES ARE PROVIDED "AS IS." SPRINT DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND WARRANTIES RELATED TO EQUIPMENT, MATERIAL, SERVICES OR SOFTWARE.
- B. **Products.** Sprint does not manufacture Products and is not responsible for any defects in the Products or for the acts or omissions of the original equipment manufacturer.

III. CUSTOMER RESPONSIBILITIES.

- A. **Acceptable Use Policy.** If Customer purchases Products or Services that connect to or flow over the Internet, Customer must conform to the Sprint acceptable use policy, <http://www.sprint.com/legal/agreement.html>, as reasonably amended from time to time by Sprint.
- B. **Abuse and Fraud.** Customer will not use Products or Services (A) for fraudulent, unlawful or destructive purposes, including, but not limited to, unauthorized or attempted access, alteration, abuse or destruction of information; or (B) in any manner that causes interference with Sprint's or another's use of the Sprint

network. Customer will promptly cooperate with Sprint to prevent third parties from gaining unauthorized access to the Products and Services via Customer's facilities.

- C. Liability for Content.** Sprint is not liable or responsible for the content of any information transmitted by, accessed, or received through, Sprint's provision of the Products and Services to Customer. Customer is solely responsible for claims alleged to arise in any way from information, data, or messages transmitted over the Sprint network by Customer, or Customer's own users or agents.
- D. Permits, Licenses and Consents.** Customer will obtain, maintain and abide by all required permits, licenses, or consents (e.g., landlord permissions, tax exemption certificates, software licenses, or local construction licenses) that may be applicable to its use of the Products and Services. This provision does not include permits, licenses, or consents related to Sprint's general qualification to conduct business. Sprint is not responsible for Customer's failure to obtain or maintain applicable permits, licenses, or consents associated with its use of Products or Services.
- E. Resale Prohibited.** Under no circumstances may Customer resell or lease Sprint's Products or Services.

IV. PRIVACY.

- A. Privacy and Interception of Communications.** Although federal and state laws make it illegal for third parties to listen in on Customer's service, Sprint cannot guarantee the privacy of Customer's use of Products or Services. Sprint is not liable to Customer or to any third party for any eavesdropping or interception of Customer's communications under this Agreement. Customer acknowledges that information identifying Customer and calls made by Customer may appear on the equipment or bill of recipients of Customer's communications. Sprint may access, use, disclose, record or monitor any communications to or from Customer or any other person to protect Sprint's rights or property or those of other customers, to the extent permitted by law.
- B. Location Based Information.** Sprint or a third party application service provider may access, use, and disclose the geographic location of Products to provide Customer with geographic information services (GIS) downloaded or accessed through the Products or Services, including but not limited to global positioning satellite (GPS) services. If Customer uses a geographic service and there are additional users on Customer's account, Customer is responsible for providing clear, conspicuous, and regular notice to all individual users on the account that location information (i.e., the geographic coordinate of the Equipment) may be accessed, used or disclosed in connection with the Service. CUSTOMER WILL RELEASE SPRINT FROM ALL CLAIMS, LOSSES, EXPENSES, DEMANDS, ACTIONS OR CAUSES OF ACTION (INCLUDING ALL ACTIONS BY THIRD PARTIES) AGAINST SPRINT ARISING OUT OF A BREACH OF CUSTOMER'S OBLIGATION TO NOTIFY USERS AS SET FORTH IN THIS SECTION OR CUSTOMER'S USE OF ANY GEOGRAPHIC INFORMATION SERVICE OR LOCATION INFORMATION.

V. SERVICE LIMITATIONS.

- A. TTY Access.** TTY-capable Sprint Wireless Products (also known as TDD or Text Telephone) may not function effectively when attempting 911 calls due to the limitations of the answering agency. A TTY device should not be relied on for 911 Calls.
- B. Pay-Per-Call Services.** Sprint will not complete calls from any Sprint Wireless Product to 900, 976 and similar numbers for pay-per-call services.
- C. International Call Blocking.** International calling capability will be blocked if not expressly requested by Customer for a Customer Active Unit.
- D. Caller ID.** Caller identification information may not be available for all incoming calls.
- E. Product Compatibility.** Sprint Wireless Products may not be compatible with services provided by other wireless carriersdc. Currently, Sprint PCS Products relying on CDMA technology do not operate on the Nextel National Network, which uses iDEN technology, and Nextel Products using iDEN technology do not currently operate on the Nationwide Sprint PCS Network.
- F. 911 Or Other Emergency Calls.** For 911 calls, an emergency responder's ability to locate Customer through Sprint Wireless Products and Services may be affected by various factors, including but not limited to the type of Product used, lack of a GPS-enabled device, geography or other factors such as the porting process. Sprint is not liable for failures or delays in connecting to the appropriate emergency services provider. In certain circumstances, a 911 call may be routed to a state patrol dispatcher. Enhanced 911 ("E911") service that is compatible with the FCC technical requirements is not available in all areas. Customer consents to Sprint's disclosure of Customer information to governmental and public safety authorities in response to emergencies. This information may include, but is not limited to, Customer's name, address, number, and the location of the user of the Service at the time of call.

- G. Geographic Information Services.** If Customer downloads or accesses geographic information services through Sprint Products and Services, Customer agrees that Sprint or a third party application service provider may access, use, and disclose as necessary the geographic location of Customer's Product(s). Customer must clearly, conspicuously, and regularly notify all of its Employees using GPS-enabled Customer Active Units that end-user location information may be accessed, used, or disclosed in connection with the Service.
- H. Service Affecting Conditions.** Sprint is not liable for (a) coverage and service quality problems caused by atmospheric, geographic, or topographic conditions or other conditions beyond Sprint's control including the failure of other service providers; (b) interruption and unavailability of Sprint Wireless Services due to coverage, capacity, product failure or other limitations may occur in the transmission or attempted transmission of wireless services; or (c) outages or service disruptions occurring as a result of a public safety emergency.
- I. Sprint PCS Vision.** Sprint PCS Vision Packs require a Vision-capable Sprint PCS Phone, Sprint PCS smart phone device or Sprint PCS camera. Sprint PCS Vision Packs may not be available with or offered for (a) devices used in connection with a computer or PDA (including phones, smart phones or other devices used with connection kits or similar phone-to-computer/PDA accessories), and (b) Bluetooth Vision-capable PCS Phones used as a modem in connection with other devices.

VI. SPRINTLINK FRAME RELAY. SprintLink Frame Relay is a frame relay offering provided over Sprint's native IP backbone ("SprintLink"). The Services are enabled via the Layer 2 Tunneling Protocol version 3 (L2TPv3), which allows layer 2 traffic to be encapsulated and securely tunneled over SprintLink.

- A. Order Term.** The initial Order Term for the Services will be stated in the Order and will begin on the first day of the billing month following the date the Services are installed and available to Customer.
- B. Primary Service Components.** The primary service components for the Services are as follows:
- 1. Port.** A Port is the physical entrance to the Sprint network.
 - a. Port Charges and Terms.** Sprint will charge Customer a Non-Recurring Charge ("NRC") and a fixed Monthly Recurring Charge ("MRC") for each Port. Ports are subject to availability of capacity. If Customer's Port resides in a Sprint Shared Tenant facility, Customer is responsible for working with the site vendor to order the cross connect and will be invoiced by the site vendor for any fees associated with the cross-connect.
 - b. Port Upgrades.** Customer may upgrade an existing Port before an Order Term expires without incurring early termination liabilities for that Port, if the upgraded Port: (1) is installed at the same location as the replaced Port; (2) is installed within 10 days after the replaced Port is disconnected; (3) has an Order Term equal to or greater than the remaining Order Term of the replaced Port, subject to a one year minimum; and (4) has greater Port bandwidth than the replaced Port.
- C. PVCs/Tunnels.** A tunnel acts as the SprintLink Frame Relay's permanent virtual connection ("PVC"), which is the logical connection between two Ports. Sprint may charge Customer a one-time "Incremental Tunnel Charge" for each tunnel that exceeds Sprint's Maximum Tunnel Threshold. Maximum Tunnel Threshold is calculated as follows: (Customer's total number of SprintLink Frame Relay Ports on its SprintLink Frame Relay network minus 1) multiplied by (2). Example: If Customer has 4 SprintLink Frame Relay Ports on its network and a total of 10 tunnels connecting those Ports, Sprint may charge Customer a one-time per tunnel installation charge for 4 tunnels.
- D. Additional Required Components.** The Services also require Customer to have the following:
- 1. Dedicated Local Access.** Dedicated local access is required for the Services. Customer may purchase Sprint-provided local access facilities, which will be provided under separate agreement with Sprint, or Customer may provide its own local access facilities.
 - 2. Customer Premise Equipment ("CPE").** CPE is required for the Services. Customer may elect to purchase CPE from Sprint or provide its own CPE. CPE includes, but is not limited to the following:
 - a. Channel Service Unit/ Digital Service Unit ("CSU/DSU").** Access services may require a single CSU/DSU, multiple CSU/DSUs, or an internal router card with CSU/DSU functionality, depending on the access bandwidth and desired configuration. Customer-provided CSU/DSUs must be Sprint-certified to be used with the Services.
 - b. Frame Relay Access Device or Frame Relay Compatible Router.** Unless Customer has separately contracted with Sprint to provide additional support services, Customer is fully responsible for the router, including configuration, maintenance, and management. If Customer

elects not to obtain a router from Sprint, Customer must furnish the necessary ancillary equipment (cables, routing software, etc.) to ensure interoperability with the Services.

E. Network Monitoring

1. As part of the Services, Sprint provides Customer a trouble resolution team available to respond to Customer's issues 24 hours a day, 365 days a year. Customer may elect to purchase additional monitoring and management services as described in Section 7 below.
2. Sprint will provide a trouble ticket number from Sprint's automated Trouble Reporting System ("TRS") to Customer's help desk that reports the trouble. For each trouble report, TRS will maintain information about the trouble, the steps taken to resolve the trouble, and the final disposition of the trouble report. Sprint will keep Customer's representatives apprised of the status of service restoration actions.

VII. ADDITIONAL SOFTWARE TERMS AND CONDITIONS.

Terms of License. For certain Products and Services, Sprint may furnish software owned by Sprint or third parties to Customer. Sprint provides Customer with the license terms and conditions applicable to the use of certain software programs, whether installed separately or embedded within Products, through click and use screens, shrink-wrap notices, or physical copies delivered at the time of Product or Service delivery. Any applicable license will control and govern Customer's use of the software.

General Licensing Terms and Conditions. Except as noted in a specific license, Customer receives a non-exclusive, non-transferable license or sublicense to use the software, including any related documentation, solely to enable Customer to use the Products and Services in accordance with the license. Sprint may suspend, block or terminate Customer's use of any software if Customer fails to comply with any applicable licensing requirement.

Prohibitions. Customer is not granted any rights to use the software on behalf of third parties or for time share or service bureau activities, to own any source code, or to reverse engineer, decompile, modify, enhance, or copy Sprint-provided software.

Ownership. Sprint or its suppliers retain title and property rights to all software, whether installed separately or embedded within Products. Customer neither owns nor will acquire any right of ownership to software. Upon termination or expiration of the Agreement or any applicable Order, Customer will immediately return all copies of software to Sprint or provide certification that it has permanently deleted all Sprint-provided software from Customer-owned Equipment.

**The standard terms and conditions herein do not conflict with the State's Contract Terms or Appendix A.*